

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

FILED

OCT 08 2019

CLERK, U.S. BANKRUPTCY COURT
WEST DIST. OF PENNSYLVANIA

IN RE

Robert L. Burnfield
Shantessa L. Burnfield
fka Shantessa L. Hogan,
Debtor(s)

Case No. 15-23974 GLT
Chapter 13

Related Docket No 65

Robert L. Burnfield
Shantessa L. Burnfield
fka Shantessa L. Hogan,
Movant(s)

Vs.

Anthony L. Moscollic,
Rhonda B. Moscollic,
Barclay US, Best Buy Credit Services,
Capital One Bank, JP Morgan Chase,
Citi Cards, Huntington National Bank,
Department Store National Bank,
Synchrony Bank, Bank of America,
Bayview Loan Servicing, LLC,
Capital One Bank (USA), N.A.,
Citizens Bank N.A., Ecast Settlement Corp.,
Midland Credit Management Inc.,
Peoples Natural Gas Company LLC,
Cerastes, LLC, Union Plus, Wesbanco Bank,
Portfolio Recovery Associates LLC,
Great Lakes Higher Education,
Ronda J. Winnecour, Chapter 13 Trustee,
Respondent(s)

ORDER CONFIRMING CHAPTER 13 SALE OF PROPERTY
FREE AND CLEAR OF LIENS

AND NOW, this 8th day of October 2019, on consideration of the Debtors' Motion for Sale of Property Free and Clear of Liens to Anthony L. Moscollic and Rhonda B. Moscollic, for \$425,000.00, after hearing held in Courtroom A, 54th Floor, 600 Grant Street, Pittsburgh, PA, this date, the Court finds:

(1) That service of the Notice of Hearing and Order setting hearing on said

Motion for private sale of real property free and divested of liens of the above-named Respondent, was effected on the following secured creditors whose liens are recited in said Motion for Private sale, viz:

<u>DATE OF SERVICE</u>	<u>NAME OF LIENOR AND SECURITY</u>
August 29, 2019	Bayview Loan Servicing LLC 4425 Ponce De Leon Blvd, 5 th Floor Coral Gables, FL 33146
August 29, 2019	Wesbanco Bank, Inc. One Bank Plaza Wheeling, WV 26003
August 29, 2019	Ronda J. Winnecour Chapter 13 Trustee, W.D., P.A. P.O. Box 84051 Chicago, IL 60689-4002

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.

(3) That said sale hearing was duly advertised on the Court's website pursuant to *W.P.A LBR 6004-1(c)(2)* on ~~August 29~~ ^{September 9,}, 2019, in the Pittsburgh Post-Gazette on September 9, 2019 and in the Pittsburgh Legal Journal on September 13, 2019, as shown by the Proof of Publications that are to be duly filed. The listing was uploaded to the Court's EASI page on August 14, 2019.

(4) That at the sale hearing the highest/best offer received was that of the above Buyers and no objections to the sale were made which would result in cancellation of said sale.

(5) That the price of \$425,000.00 offered by Anthony L. Moscollic and Rhonda B. Moscollic was a full and fair price for the property in question.

(6) That the Sellers real estate agent was appointed by Court Order on August 26, 2019.

(7) That the Buyers have acted in good faith with respect to the within sale

in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d.143 (*3d Cir. 1986).

Now therefore, **IT IS ORDERED, ADJUDGED AND DECREED**, that the sale by Special Warranty deed of the real property described as 177 Cooper Run Ct., Pittsburgh PA 15237 in Allegheny County is hereby **CONFIRMED** to Anthony L. Moscollic and Rhonda B. Moscollic for \$425,000.00 free and divested of the above recited liens and claims, and, that the Movants are authorized to make, execute and deliver to the Buyers above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

IT IS FURTHER ORDERED, that the above recited liens and claims, be, and they hereby, are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;

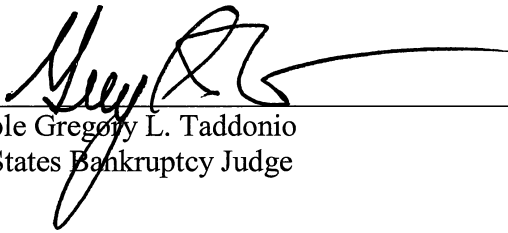
FURTHER ORDERED, that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the closing agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions*, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order. Except as to the distribution specifically authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

- (1) The following liens(s)/claim(s) and amounts; Bayview Loan Servicing LLC in the approximate amount of \$344,612.33 and Wesbanco Bank, Inc. in the approximate amount of \$2,162.91. It is the responsibility of the closing agent to obtain the exact pay-off amount for each lien holder prior to closing date;
- (2) Delinquent real estate taxes and municipal fees, if any;
- (3) Current real estate taxes, pro-rated to the date of closing;
- (4) Normal closing costs including title search, legal fees, revenue stamps, and any other normal and necessary closing costs;
- (5) The Court approved realtor commission in the amount of \$21,250.00 plus \$400.00 administration fee is payable to Emily Wilhem and Piatt Sotheby's International Realty;
- (6) The Court approved attorney fees in the amount of \$2,875.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (7) The costs of local newspaper advertising in the amount of \$325.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (8) The costs of legal journal advertising in the amount of \$221.885 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (9) The Court filing fee of \$181.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;

- (10) Chapter 13 Trustee "percentage fees" in the amount of **\$138.74** payable to "Ronda J. Winnecour, Ch. 13 Trustee, P. O. Box 2587, Pittsburgh, PA 15230";
- (11) The Debtors' exemption pursuant to 11 U.S.C. §522(d)(1) of up to \$45,950.00 is payable to Robert L. Burnfield and Shantessa L. Burnfield;
- (12) The "net proceeds" from the closing as identified on the HUD-1 to the Chapter 13 Trustee payable to "Ronda J. Winnecour, Ch. 13 Trustee, P. O. Box 84051, Chicago, IL 60689-4002;";
- (13) Other:_____.

FURTHER ORDERED that:

- (1) ***Within seven (7) days of the date of this Order***, the Movants/Plaintiffs shall serve a copy of the within *Order* on each Respondents/Defendants (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney of the Debtors, the Closing Agent, the Buyers, and the attorney for the Buyers, if any, ad file a certificate of service.
- (2) ***Closing shall occur within ninety (90) days of this Order.***
- (3) ***Within seven (7) days following closing***, the Movants/Plaintiffs shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,
- (4) This *Sale Confirmation Order* survives any dismissal or conversion of the within case.



Honorable Gregory L. Taddonio
United States Bankruptcy Judge

Case No. 15-23974-GLT
Chapter 13

Date Rcvd: Oct 08, 2019

Signature: /s/Joseph Speetjens

TOTAL: 8